



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract for DeBenedetti Park (G-Basin) Storm Drain Improvements to Teichert Construction, of Stockton (\$362,168), Appropriating Funds (\$470,000), and Authorizing City Manager to Execute an Incidental Take Minimization Measures for the Project

MEETING DATE: October 7, 2009

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution awarding the contract for the DeBenedetti Park (G-Basin) Storm Drain Improvements project to Teichert Construction, of Stockton, in the amount of \$362,168, appropriating funds in accordance with the recommendation shown below and authorizing the City Manager to execute the Incidental Take Minimization Measures (ITMM) on behalf of the City.

BACKGROUND INFORMATION: This project consists of installing approximately 870 lineal feet of 72-inch storm drain pipe, 42 lineal feet of 42-inch storm drain pipe, one weir structure, three outfall structures, and other incidental and related work, all as shown on the plans and specification for the above project.

This project was reviewed by the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan for habitat conservation and the City is required to execute an ITMM (Exhibit A) prior to the ground disturbance at the project site. No fees are required to be paid for the ITMM. Staff is recommending that Council authorize the City Manager to execute the ITMM on behalf of the City.

Plans and specifications for this project were approved on September 2, 2009. The City received the following eight bids for this project on September 23, 2009.

| Bidder | Location | Base Bid |
|-----------------------------|---------------|-----------|
| Engineer's Estimate | | \$473,340 |
| Teichert Construction | Stockton | \$362,168 |
| Emard Engineering | Loomis | \$364,625 |
| McGuire Hester | Oakland | \$393,220 |
| Granite Construction | Stockton | \$415,500 |
| North Star Construction | Yuba City | \$428,300 |
| Floyd Johnston Construction | Clovis | \$447,654 |
| Knife River Construction | Stockton | \$463,152 |
| Con-Quest | San Francisco | \$498,156 |

FISCAL IMPACT: There will be a slight increase in the long-term storm drain maintenance of the proposed facilities.

APPROVED: 
Blair King, City Manager

Adopt Resolution Awarding Contract for DeBenedetti Park (G-Basin) Storm Drain Improvements to Teichert Construction, of Stockton (\$362,168), Appropriating Funds (\$470,000), and Authorizing City Manager to Execute an Incidental Take Minimization Measures for the Project
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FUNDING AVAILABLE: Requested Appropriation: Storm Drain Impact Fee (326017) – \$470,000


Jordan Ayers
Deputy City Manager/Interim Service Director


F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer
FWS/LC/pmf
Attachment
cc: City Attorney
Purchasing Officer
Streets and Drainage Manager



S J C O G, Inc.

555 East Weber Avenue • Stockton, CA 95202

(209) 468-3913 • FAX (209) 468-1084

*San Joaquin County Multi-Species Habitat Conservation &
Open Space Plan (SJMSCP)*

City of Lodi G-Basin Storm Drain Improvements:

APN: 058-230-24

SJMSCP Incidental Take Minimization Measures

Date: September 17, 2009

Findings: Potential habitat for Swainson's hawk

Total Disturbed Acres Anticipated: 46 acres

Habitat Types to be Disturbed: U—Urban

Project Jurisdiction: San Joaquin County

Advisory Statements

After inspecting the project site, and project site conditions, the San Joaquin Council of Governments (SJCOG) provides the following *advisory statements* to the applicant. No further action is required with the SJCOG with respect to the following statements. SJCOG does not accept any liability for the accuracy of these statements since each regulatory agency discussed below must determine the extent of its own regulatory authority with respect to the proposed project. Nonetheless, we are reasonably confident that the advice provided in this paragraph is sound. The proposed project as reviewed will not likely affect areas/habitats that would be regulated by the California Department of Fish and Game (CDFG) pursuant to Section 1602 of the Fish and Game Code (i.e., will not require a streambed alteration agreement).

It should be noted that two important federal agencies (U.S. Army Corps of Engineers and the California Regional Water Quality Control Board) have not issued permits to the SJCOG and so payment of the fee to use the SJMSCP will not modify requirements now imposed by these two agencies. **Potential waters of the United States [pursuant to Section 404 Clean Water Act] may occur on the project site.** It therefore may be prudent to obtain a preliminary wetlands map from a qualified consultant. If waters of the United States are confirmed on the project site, the Corps and the Regional Water Quality Control Board (RWQCB) would have regulatory authority over those mapped areas [pursuant to Section 404 and 401 of the Clean Water Act respectively] and permits would likely be required from each of these resource agencies prior to impacting these features on the project site.

Conditions

Prior to Issuance of a Building Permit:

1. No fee payment to SJCOG, Inc. is required for the disturbance of 46 acres of Urban Habitat (U) because the project is within the Category A No pay zone.

Note: If fees are not paid prior to January 1, 2010 this project will be subject to the subsequent fee increase, and the fee above will no longer be applicable.

Between 14 and 30 calendar days before ground disturbance:

1. No applicable conditions

Prior to commencing ground disturbance:

2. Preconstruction surveys are required to verify implementation of the following incidental take minimization measures:
 - Swainson's hawk: If a nest tree becomes occupied during construction activities, then all construction activities shall remain a distance of two times the dripline of the tree, measured from the nest. If the Project Proponent elects to remove a nest tree, then nest trees may be removed between September 1 and February 15, when the nests are unoccupied.

During project construction:

3. All food-related trash items such as wrappers, cans, bottles, and food scraps shall be disposed of in closed containers and removed at least once a week from the construction site.

In reliance on the Section 10(a)(1)(B) Permit issued by the United States Fish and Wildlife Service and the Section 2081(b) Incidental Take Permit issued by the California Department of Fish and Game, the city of Lodi has consulted with and agreed to allow coverage pursuant to the SJMSCP for the *City of Lodi G-Basin Storm Drain Improvements*, its successors, agents and assigns pursuant to the "Implementation Agreement for the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan" which will allow the *City of Lodi G-Basin Storm Drain Improvements*, its successors, agents and assigns to construct, operate and maintain the Project commonly known as the *City of Lodi G-Basin Storm Drain Improvements*, which could result in a legally permitted Incidental Take of the SJMSCP Covered Species in accordance with and subject to the terms and conditions of the *City of Lodi G-Basin Storm Drain Improvements*, which is located at APN: 058-230-24, approved by San Joaquin County. This Certification applies only to activities on the subject parcel(s) which are carried out in full compliance with the approved plans for the *City of Lodi G-Basin Storm Drain Improvements*, Section 10(a)(1)(B) Permit, and Section 2081(b) Incidental Take Permit conditions.

I have read, acknowledge, and agree to the preceding conditions:

for *City of Lodi G-Basin Storm Drain Improvements*

Date

Blair King, City Manager

**G-BASIN (DEBENEDETTI PARK)
STORM DRAIN IMPROVEMENTS**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and TEICHERT CONSTRUCTION, herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

| | |
|------------------------|-------------------------------------|
| Notice Inviting Bids | The July 2002 Edition, |
| Information to Bidders | Standard Specifications, |
| General Provisions | State of California, |
| Special Provisions | Business and Transportation Agency, |
| Bid Proposal | Department of Transportation |
| Contract | |
| Contract Bonds | |
| Plans | |

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance

compliance with these Labor Code requirements is on the prime contractor

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to install 870 linear feet of 72-inch cast-in-place storm drain pipe, one concrete weir structure, three concrete outfall structures, and other incidental and related work, all as shown on the plans and specifications for "G-Basin Storm Drain Improvements".

CONTRACT ITEMS

| ITEM NO. | DESCRIPTION | UNIT | EST'D. QTY | UNIT PRICE | TOTAL PRICE |
|----------|--|---------------|------------|--------------|--------------|
| 1. | Traffic Control | LS | 1 | \$ 7,808.00 | \$ 7,808.00 |
| 2. | Clearing and Grubbing | LS | 1 | \$ 15,000.00 | \$15,000.00 |
| 3. | Excavation Safety | ■ | 1 | \$ 3,900.00 | \$ 3,900.00 |
| 4. | Abandon and Plug 48-Inch Storm Drain Pipe | ■ | 1 | \$ 1,500.00 | \$ 1,500.00 |
| 5. | 42-Inch Storm Drain Pipe | LF | 42 | \$ 180.00 | \$ 7,560.00 |
| 6. | 48-Inch Storm Drain Pipe | LF | 20 | \$ 265.00 | \$ 5,300.00 |
| 7. | 72-Inch Storm Drain Pipe | LF | 870 | \$ 180.00 | \$156,600.00 |
| 8. | 48-Inch Saddle Storm Drain Manhole | EA | 4 | \$ 3,400.00 | \$13,600.00 |
| 9. | 48-Inch Storm Drain Manhole | EA | 1 | \$ 3,200.00 | \$ 3,200.00 |
| 10. | 60-Inch Storm Drain Manhole | EA | 1 | \$ 7,500.00 | \$ 7,500.00 |

| ITEM NO. | DESCRIPTION | UNIT | EST'D. QTY | UNIT PRICE | TOTAL PRICE |
|----------|---------------------------------------|------|------------|--------------|--------------|
| 11. | Weir Structure | LS | 1 | \$ 55,500.00 | \$55,500.00 |
| 12. | North Outfall Structure | LS | 1 | \$ 30,000.00 | \$30,000.00 |
| 13. | South Outfall Structure | LS | 1 | \$ 23,500.00 | \$23,500.00 |
| 14. | 72-Inch Storm Drain Outfall Structure | LS | 1 | \$ 30,000.00 | \$30,000.00 |
| 15. | Rip-Rap | CY | 12 | \$ 100.00 | \$ 1,200.00 |
| TOTAL | | | | | \$362,168.00 |

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within 35 WORKING DAYS.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____
Blair King
City Manager

By: _____

Date: _____

Attest:

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2009-132

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
CONTRACT FOR DEBENEDETTI PARK (G-BASIN) STORM DRAIN
IMPROVEMENTS PROJECT, AUTHORIZING CITY MANAGER TO
EXECUTE SAN JOAQUIN COUNTY MULTI-SPECIES HABITAT
CONSERVATION AND OPEN SPACE PLAN INCIDENTAL TAKE
MINIMIZATION MEASURES, AND FURTHER APPROPRIATING FUNDS

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WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on September 23, 2009, at 1:00 a.m. for the DeBenedetti Park (G-Basin) Storm Drain Improvements project, described in the plans and specifications therefore approved by the City Council on September 2, 2009; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

| Bidder | Bid |
|-----------------------------|------------|
| Teichert Construction | \$362,168 |
| Emard Engineering | \$364,625 |
| McGuire Hester | \$393,220 |
| Granite Construction | \$415,500 |
| North Star Construction | \$428,300 |
| Floyd Johnston Construction | \$447,654 |
| Knife River Construction | \$463,152 |
| Con-Quest | \$498,156 |

WHEREAS, staff recommends awarding the contract for the DeBenedetti Park (G-Basin) Storm Drain Improvements project to the low bidder, Teichert Construction, of Stockton, California; and

WHEREAS, this project has been reviewed by San Joaquin County Multi-Species Habitat Conservation and Open Space Plan for habitat conservation, and the City is required to execute an Incidental Take Minimization Measures (ITMM) prior to the ground disturbance at the project site. Staff recommends that Council authorize the City Manager to execute the ITMM on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the DeBenedetti Park (G-Basin) Storm Drain Improvements project to the low bidder, Teichert Construction, of Stockton, California, in the amount of \$362,168; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan ITMM on behalf of the City; and

BE IT FURTHER RESOLVED that funds in the amount of \$470,000 be appropriated from the Storm Drain Impact Fees.

Dated: October 7, 2009

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I hereby certify that Resolution No. 2009-132 was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 7, 2009, by the following vote:

AYES: COUNCIL MEMBERS – Johnson, Katzakian, Mounce, and Mayor Hansen

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Hitchcock

ABSTAIN: COUNCIL MEMBERS – None

A handwritten signature in black ink, consisting of a large, stylized 'R' followed by a horizontal line extending to the right.

RANDI JOHL
City Clerk